CITY OF FAIRFIELD

RESOLUTION NO. 2018 - 161

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO VSS INTERNATIONAL, INC. FOR THE PAVEMENT MAINTENANCE PROJECT 2018 – PHASE 2 CORDELIA & GREEN VALLEY

WHEREAS, the bid opening for the Pavement Maintenance Project 2018 – Phase 2 Cordelia & Green Valley took place on May 23, 2018; and

WHEREAS, the apparent low bidder was VSS International, Inc., in the amount of \$3,073,000; and

WHEREAS, staff has reviewed the bid documents from VSS International, Inc. and found them to be in order; and

WHEREAS, staff is recommending that the City Council award the contract to VSS International, Inc. as the lowest responsive and responsible bidder in the amount of \$2,847,444 (\$2,311,000 Base Bid + \$536,444 Additive Alternate #1).

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

- Section 1. The plans and specifications for the Pavement Maintenance Project 2018 Phase 2 Cordelia & Green Valley are hereby approved.
- Section 2. The City Manager is authorized to enter into a contract with VSS International, Inc. for the Pavement Maintenance Project 2018 Phase 2 Cordelia & Green Valley in the amount of \$2,847,444.
- Section 3. The Public Works Director is authorized to execute change orders for an amount not to exceed 15% of the above contract amount.
- Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.
- Section 5. The City Manager is hereby authorized to implement the above-mentioned contract.

		ly of June, 2018, by the following v	
41/50	COUNCIL MEMBERO		

AYES:

COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOYAVACCARO

NOES:

COUNCILMEMBERS:

NONE

ABSENT:

COUNCILMEMBERS:

NONE

ABSTAIN: COUNCILMEMBERS:

pw

ARTICLES OF AGREEMENT

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

PAVEMENT MAINTENANCE PROJECT 2018 - PHASE 2, CORDELIA & GREEN VALLEY

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

a.	Plans prepared for same by <u>Harris & Associates</u>
	numbered T-1, K-1, P-1 to P-12, ST-1 to ST-12, CD-1 to CD-4 (30 sheets)
	and dated April 27, 2018
b.	Advertisement for Bids
C.	The Accepted Bid, dated May 23, 2018
d.	Instructions to Bidders
e.	Specifications consisting of:
	 Special Provisions. City of Fairfield Standard Details and Specifications, 2017 edition. Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
f.	Performance Bond, dated
g.	Labor and Material Bond, dated, 20_18.
h.	Addendum No. 1 dated May 17, 2018.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms

of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **45** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, subcontractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

PAVEMENT MAINTENANCE PROJECT 2018 - PHASE 2, CORDELIA & GREEN VALLEY BID SCHEDULE

Base Bid - Various Streets

Item	Bid – Various Streets Item of Work	Unit	Quantity	Item Price	Total Price
No.					
1	Mobilization and Project Signage	LS	1	\$77,282.40	\$77,282.40
2	Traffic Control & Construction Area Signs	LS	1	\$241,200.00	\$241,200.00
3	Asphalt Rubber Chip Seal	SY	78,350	\$4.89	\$383,131.50
4	Type II Micro Surface	SY	139,690	\$1.84	\$257,029.60
5	Slurry Seal	SY	41,930	\$1.85	\$77,570.50
6	Crack Seal	LF	73,770	\$0.77	\$56,802.90
7	Hot Mix Asphalt (Repair Digouts)	TON	1,320	\$179.76	\$237,283.20
7.1	Digout Removals	CY	650	\$32.63	\$21,209.50
8	Adjust Manhole to Grade (Including Concrete Collar)	EA	74	\$909.50	\$67,303.00
9	Adjust Valve/Cleanout/Monument Box to Grade (Including Concrete Collar)	EA	183	\$642.00	\$117,486.00
10	Unsuitable Subgrade (Revocable if not Used)	CY	50	\$214.00	\$10,700.00
11	Construct Curb Ramp	EA	5	\$10,700.00	\$53,500.00
12	Install Detectable Warning Surface	EA	30	\$856.00	\$25,680.00
13	Remove and Replace Concrete Sidewalk (Revocable if not Used)	SF	120	\$53.50	\$6,420.00
14	Remove and Replace Concrete Curb and Gutter (Revocable if not Used)	LF	100	\$107.00	\$10,700.00
15	Remove Existing Striping, Pavement Marking and Raised Pavement Markers	LS	1	\$132,680.00	\$132,680.00
16	Install Thermoplastic Pavement Marking	SF	48,600	\$7.49	\$364,014.00

17	Install Thermoplastic Striping and Raised Pavement Markers	· LF	143,300	\$1.07	\$153,331.00
18	Blue Marker	EA	60	\$5.35	\$321.00
19	Roadside Sign	EA	46	\$347.75	\$15,996.50
20	Curb Painting	LF	1,270	\$1.07	\$1,358.90

Base Bid= \$2,311,000.00

Additive Alternate Bid #1 – Pittman Road (1000' N/O of Redwood to Link Road)

Taditiv	e Allemate bid #1 - Pittiman Road (1000		tourrood to	/ E.I. II. (1 (0 (0)	
Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1A	Mobilization and Construction Signage	LS	1	\$20,678.00	\$20,678.00
2A	Traffic Control & Construction Area Signs	LS	1	\$75,462.25	\$75,462.25
3A	Mill Asphalt Concrete (AC) Pavement - 2.5" Depth	SY	10,460	\$8.77	\$91;734.20
4A	Crack Seal	LF	2,100	\$0.77	\$1,617.00
5A	Hot Mix Asphalt - 2.5" Overlay	TON	1,480	\$132.46	\$196,040.80
6A	Hot Mix Asphalt (Repair Digouts)	TON	120	\$267.50	\$32,100.00
6.1A	Digout Removals	CY	60	\$80.25	\$4,815.00
7A	Lower and Raise Manholes (Including Concrete Collar)	EA	8	\$1,872.50	\$14,980.00
8A	Lower and Raise Valve/Cleanout/Monument Box (Including Concrete Collar)	EA	20	\$909.50	\$18,190.00
9A	Unsuitable Subgrade (Revocable if not Used)	CY	15	\$214.00	\$3,210.00
10A	Pavement Reinforcement Fabric	SY	10,460	\$1.81	\$18,932.60
11A	Install Detectable Warning Surface	EA	1	\$856.00	\$856.00
12A	Remove and Replace Concrete Sidewalk (Revocable if not Used)	SF	40	\$53.50	\$2,140.00

13A	Remove and Replace Concrete Curb and Gutter (Revocable if not Used)	LF	20	\$128.40	\$2,568.00
14A	Traffic Signal Modifications at Pittman Road and Central Way	LS	1	\$12,626.00	\$12,626.00
15A	Remove Existing Striping, Pavement Marking and Raised Pavement Markers	LS	1	\$12,037.50	\$12,037.50
16A	Install Thermoplastic Pavement Marking	SF	2,500	\$7.49	\$18,725.00
17A	Install Thermoplastic Striping and Raised Pavement Markers	LF	8,900	\$1.07	\$9,523.00
18A	Blue Marker	EA	5	\$5.35	\$26.75
19A	Curb Painting	LF	170	\$1.07	\$181.90

Additive Alternate Bid #1 = \$536,444.00

Total Bid (Base Bid + Additive Alternate Bid #1) =	\$2,847,444.00

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Ву:	1	
City Ma	anager	868
Contractor		

leff Roberts, Vice President

Title

CITY OF FAIRFIELD

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, B & C12

b. Number: 293727

c. Expiration Date: 03/31/2019

FEI Number: 94-2270766

CITY OF FAIRFIELD STATE OF CALIFORNIA

PROPOSAL

PAVEMENT MAINTENANCE PROJECT 2018 - PHASE 2, CORDELIA & GREEN VALLEY

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **45 working** days from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

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18A	Blue Marker	EA	5	\$5.35	\$26.75
19A	Curb Painting	LF	170	\$1.07	\$181.90

Additive Alternate Bid #1 = \$___**536,444.00**

Additive Alternate Bid #2 - Leveling Course at Various Streets

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1B	HMA Leveling Course (at Various Streets)	TON	1,240	\$181.90	\$225,556.00

Additive Alternate Bid #2 = \$ 225,556.00

Total Bid (Base Bid + Additive Alternate Bid #1 + Additive Alternate Bid #2) =	3,073,000.00
Additive Atternate Did #2/ -	0,0:0,000:00

Bidder shall complete the form for each base bid schedule legibly and in its entirety. Incomplete forms may be grounds for disqualification of the bid.

The basis of bid award shall be the lowest bid determined by totaling the Total Base Bid PLUS the Total Bid Additives and whose Bid complies with the specified requirements. However, the City reserves the right to delete Additive Alternate Bid #1 and/or Additive Alternate Bid #2 (due to budgetary constraints) without adjusting the above quoted unit prices.

CONTRACTOR'S EXPERIENCE

ATTACH TO THIS BID a list of at least TWO (2) Microsurfacing, TWO (2) Cape Seal, TWO (2) Slurry Seal and TWO (2) Mill-and-Overlay projects completed by the Contractor or listed Subcontractor during the last TWO (2) years involving work of similar type and complexity. The list shall include the following information as a minimum:

See attached Contractor List of Experience and Qualifications

- Names, address, and telephone number of owner
- Name of project
- Location of project
- Brief description of the work involved
- Contract amount
- Date of completion of contract
- Name, address, and telephone number of architect or engineer
- Name of owner's project engineer

To be considered for award, the Contractor or listed Subcontractor shall have completed at least EIGHT (8) projects of similar type and complexity and comparable value within the last 2 years. The Contractor or listed Subcontractor shall be experienced and familiar with hot mix asphalt repair (digouts), application of Type II microsurfacing, asphalt rubber chip seal and slurry seal (asphalt rubber cape seal), as well as various slurry seals required by the Special Provisions.

General Work Description: The work of this project is to be conducted on various public streets, and City-owned properties located within the limits of the City of Fairfield as indicated in these Special Provisions. Work is to include but not be limited to temporary construction signage and striping, traffic control, striping and pavement marking removal, and re-striping of AC paved areas in all project locations, ADA curb ramps, installation of detectable warning surfaces, crack sealing, adjusting manhole, valves and monuments to grade, pavement grinding, hot mix asphalt overlay, hot mix asphalt repair work (digouts) in preparation of the application of an asphalt rubber cape seal, comprised of an asphalt rubber chip seal covered by a slurry seal on identified roadways within the project, the application of a Type II chip seal followed by Type II microsurface, the application of a slurry seal on identified roadways, and all other items or details not mentioned above that are required by the City of Fairfield Standard Specifications, or the Special Provisions, as specified in the Contract Documents, and as directed by the City Engineer.

PAVEMENT MAINTENANCE PROJECT 2018 - PHASE 2, CORDELIA & GREEN VALLEY DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1) Chrisp Company 1805 E Beamer Rd Woodland, CA 95776	Lic. # 374600 DIR # 1000000306	Striping	24.81%
2) Global Road Sealing, Inc. 10832 Dorothy Ave Garden Grove, CA 92843	Lic. # 757584 DIR # 1000007714	Crack Seal	1.78%
3) St. Francis Electric 975 Carden St San Leandro, CA 94577	Lic. # 1003811 DIR # 1000022208	Electrical	.38%
4) MCK Services, Inc. Po Box 5697 Concord, CA 94524	Lic. # 783116 DIR # 1000002375	Paving, Concrete	32.93%
5) JCC PO Box 6481 Concord, CA 94524	Lic. # 981209 DIR # 1000002380	Utility Adjustments	8.42%

Note: Attach additional sheets if required

^{1.} Must be submitted within 24-hours of deadline for receipt of bids.

	VSS I	nternational, Inc.
	Name of Firm	
		e, West Sacramento, CA 95691
호텔 전환 경기 전기 있는데 화장 경기 :	Business Address	
	(916) 373-1500
	Phone Number	22
	Signature of Respons	ible Official Jeff Roberts Vice President
	Contractor's License:	•
70	a. Class:	A, B & C12
	b. Number:	293727
	c. Expiration Date:	03/31/2019
	FEI Number:	94-2270766
lf corporation or partnership, give legal । names of all partners.	•	esident, secretary, treasurer, or ernational, Inc.
	Jeffrey R.	Reed, President
	Jeff Rober	ts, Vice President
	Diane M.	Minor, Secretary
	Jordan	Reed, Treasurer

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersig	ned declares:		
l am theforegoing bid	Vice President	of _	VSS International, Inc. , the party making the
association, has not directly bidder has not directly soliding the bidder or any any other bid submitted his or data relat depository, o	organization, or corporation. Itly or indirectly induced or so It directly or indirectly colluder It a sham bid, or to refrain frought by agreement, communi- It other bidder, or to fix any over It der All statements contained It or her bid price or any breakd It ive thereto, to any corporat	The olicited, con becation the lown ion, reof,	half of, any undisclosed person, partnership, company, bid is genuine and not collusive or sham. The bidder ed any other bidder to put in a false or sham bid. The aspired, connived, or agreed with any bidder or anyone idding. The bidder has not in any manner, directly or n, or conference with anyone to fix the bid price of the ad, profit, or cost element of the bid price, or of that of e bid are true. The bidder has not, directly or indirectly, thereof, or the contents thereof, or divulged information partnership, company, association, organization, bid to effectuate a collusive or sham bid, and has not paid, purpose.
venture, limit	ed liability company, limited	liabili	alf of a bidder that is a corporation, partnership, joint ity partnership, or any other entity, hereby represents bes execute, this declaration on behalf of the bidder.
and correct a			ws of the State of California that the foregoing is true ed on05/17/2018_ [date], atWest Sacramento
05	(14/2018	. '	
(Date)			(Signature) Jeff Roberts, Vice President
		ED.	
	All the state of t		

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual

who signed the document to which this certificat attached, and not the truthfulness, accuracy, or validity of that document.	1
State of California County of	
On May 14, 2018 before me,	
	(insert name and title of the officer)
personally appeared	Jeff Roberts
who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by h person(s), or the entity upon behalf of which the per	ged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of California that the foregoing
WITNESS my hand and official seal.	CINDY R. SAPIGAO COMM.# 2202371 VI NOTARY PUBLIC-CALIFORNIA VI NOTARY PUBLIC-CALIFORNI
Signature may k.	(Seal)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

PAVEMENT MAINTENANCE PROJECT 2018 - PHASE 2, CORDELIA & GREEN VALLEY
WHEREAS VSS International, Inc.
3785 Channel Drive, W. Sacramento, CA 95691
(Name and address of Bidder)
("Contractor") desires to submit a bid to City for the work.
WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.
NOW, THEREFORE, we, the undersigned Contractor, as Principal, and
Western Surety Company
8880 Cal Center Drive, Ste. 410, Sacramento, CA 95826
(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are he and firmly bound unto City in the penal sum of <u>Ten Percent of the Total Amount Bid</u>
Dollars (\$ 10% of the Amt. Bid), being not less than ten percent (10%) the total bid price, in lawful money of the United States of America, for the payment of which sum w and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, an assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnished the required bonds, one to guarantee faithful performance and the other to guarantee payment flabor and materials, and furnishes the required insurance coverages, then this obligation shall be be not remain in full force and effect.
In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.
대통령합니다. 그는 그 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이
IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the

date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: <u>May 16, 2018</u>	
"Contractor"	"Surety"
VSS International, Inc.	Western Surety Company
By: Title	By:
leff Roberts, Vice President	Title Steven N. Passerine, Attorney-în-Fact
By:	By: Title
(Seal)	(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfullness, accuracy or validity of that document, State of California County of Contra Costa MAY 1 6 2018 before me, ___ K. Earle, Notary Public Steven N. Passerine personally appeared Name and or Names of Signer(s) Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of K. EARLE COMM. # 2196396 which the person(s) acted, executed the instrument. NOTARY PUBLIC . CALIFORNIA CONTRA COSTA COUNTY COMM. EXP. JUNE 5, 2021 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Place Notary Public Seal Above OPTIONAL Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and realtachment of this form to another document. **Description of Attached Document** Title or Type of Document _____ Document Date ______ Number of Pages: _____ Signer's Name: ☐ Individual ☐ Individual ☐ Corporate Officer – Title(s):___ ☐ Corporate Officer — Title(s):_ ☐ Partner - ☐Limited ☐General ☐ Partner - ☐ Limited ☐ General ☐ Guardian or Conservator ☐ Guardian or Conservator Too of themb Too of thumb ☐ Attorney-in-Fact ☑ Attornev-in-Fact ☐ Trustee ☐ Trustee Other: Other: Signer is representing Signer is representing

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Benjamin Wolfe, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of August, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat. Vice President

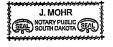
State of South Dakota County of Minnehaha

ss

On this 15th day of August, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



Mohr Notary Public

CERTIFICATE



WESTERN SURETY COMPANY

S. Relson, Assistant Secretar

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

attached, and not the truthfulness, a validity of that document.	accuracy, or	
State of California County ofYOLO)	
On May 16, 2018be	efore me,	Cindy R. Sapigao, Notary
	(inse	ert name and title of the officer)
personally appeared		Roberts
subscribed to the within instrument and	d acknowledged to and that by his/her	o be the person(s) whose name(s) is/are o me that he/she/they executed the same in their signature(s) on the instrument the s) acted, executed the instrument.
I certify under PENALTY OF PERJUR paragraph is true and correct.	Y under the laws o	of the State of California that the foregoing
WITNESS my hand and official seal.		CINDY R. SAPIGAO COMM. # 2202371 NOTARY PUBLIC - CALIFORNIA VI YOLO COUNTY
Signature	(Sea	MY COMM. EXP. JUNE 23, 2021

Contractor List of Experience and Qualifications





VSS International, Inc. | About Us

VSS International, Inc. is the premier pavement preservation and maintenance contractor in the western United States. Specializing in chip seals (asphalt rubber and conventional), cape seals, multi-layers, slurry seal and micro surfacing preservation technologies. VSSI is a recent merger of three Basic Resource's entities: International Surfacing Systems, Valley Slurry Seal, Inc., and VSS Emultech. Their first pavement preservation operation dates back to 1951 for slurry seal and in the 1980's for asphalt rubber chip seal.

VSSI currently operates in Arizona, California, Oregon, Washington, Nevada, Idaho, New Mexico, and Texas. Apart from operating within the western U.S., VSSI has subsidiaries in Jamaica and in the Dominican Republic as well as pavement preservation related projects throughout the world.

The company owns and operates three asphalt emulsion plants in California. These plants produce a broad range of emulsions for the highway industry, including sophisticated polymer and rubber modified materials for specialty applications. VSSI also manufactures the very best in asphalt rubber blending technologies, slurry/micro surfacing machines and emulsion mills. Our MacroPaver, MiniMac machines and Emultech mills can be found in service worldwide.

VSS International, Inc. offers a range of non-construction services including technical advice on all aspects of asphalt technology, from refining and product design to manufacture and application. They also offer agreements utilizing VSS technology in polymer and rubber modified asphalts, multi-grades, slurry and micro surfacing systems and equipment, chip sealing emulsions, emulsion manufacturing, and production mill packages.

VSSI belongs to the Basic Resources family of companies, and thereby has access to additional capabilities. Among the additional resources VSSI can call upon are four asphalt plants, 7 concrete plants, and 11 aggregate quarries belonging to sister companies. In addition, these sister companies provide expertise, subcontracting resources, and other opportunities to VSSI.

VSSI's broad range of capabilities and products allows them to maintain pavement for their clients with the best, most cost effective procedures. It is their firm belief that the best way to grow their business is to provide the best possible products and customer service, thereby encouraging their clients to not only continue maintaining their valuable pavement infrastructure but also recommend pavement maintenance to additional clients.

VSS INTERNATIONAL, INC.

P.O. BOX 981330 • WEST SACRAMENTO, CA 95798, USA
PHONE (916) 373-1500 • FAX NO. (916) 373-1438
CONTRACTOR'S LICENSE NO. CA 293727A • AZ 285579A • ID 13304-AAA-4(47)
NV 0014802A • OR 65821 • WA VSSINII875JW

PAVEMENT MAINTENANCE SPECIALISTS

VSS International, Inc. Resume of Personnel

Name	Title	Years of Construction Experience		
Jeffrey Reed	President (OFFICER)	43 Years		
Jeff Roberts Vice President/General Mgr. (OFFICER)		29 Years		
Jordan Reed	Treasurer (OFFICER)	11 Years		
Diane Minor	Secretary (OFFICER)	26 Years		
Jon James Operations Manager		38 Years		
Richard Cross Estimating and Development Manager		23 Years		
Will Cross Chief of Estimating		9 Years		
Matt Ferguson Construction Manager		12 Years		
Greg Erks	Sr. Project Manager	38 Years		
Michael Koenig Sr. Project Manager		23 Years		
Guy Crowe Superintendent		32 Years		
Roman Benedyuk	Safety & Compliance Manager	5 Years		



VSS INTERNATIONAL, INC.

COMPLETED PROJECTS

		- COMPETED FROJECTS			
OWNER / AGENCY/ CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	Date of	Original Contract Amount	CONTACT
City of Phoenix 200 W. Washington St. 5th Floor Phoenix, AZ 85003	Phoenix 2015 JOC Crack Seal Project	663,205 LF Crack Seal 49,995 SQFT Fog Seal 28,575 SQFT Seal Coat	36 Month Contract	\$9,000,000	Ruben Martinez 602-495-2048
SUB to Environmental Concepts 2780 Hale Court Tehachapi, CA 93561	City of Wasco - Roadway Fiber Seal of Various Streets Wasco, CA	197,740 SF Double Fiber Seal 188,566 SF Single Fiber Seal	April 2018	\$198,575.00	(661) 821-5402
SUB to Agee Construction Corp. P.O. Box 629 Clovis, CA 93613-0629	County of Tulare Terra Bella & Richgrove Road Improvement Project	354 Tons Slurry Seal Type II	April 2018	\$98,907.12	(559) 299-3290
City of Fremont 39550 Liberty Street Fremont, CA 94537	Fremont 2015 Cape & Slurry Seal	391,583 SY Asphalt Rubber Cape Seal 665,303 SY Slurry Seal (Polymer Modified)	August 2015	\$4,044,000	Edward Nakayama (510) 494-4700 Enakayama@fremont.gov
City of Springfield 225 Fifth St Springfield OR 97477	FY 2016 Slurry Seal	68,310 SY Type II Slurry Seal	August 2015	\$134,231	Terri White (541) 726-3628 twhite@springfield-or.gov
City of Roseburg OR 900 SE Douglas Ave Roseburg OR	Pavement Management Program - 2016 Slurry Seal	48,548 SY Type II Slurry Seal	August 2016	\$90,908	Rick Castle (541) 492-6730 rcastle@cityofroseburg.org
Calif Dept of Transportation 1727 30th Street Bidders' Exchange, MS 26, Sacramento, CA 95816	CalTrans 08-1C3404 Riverside County	2,670 Tons Slurry Seal	August 2016	\$1,690,000	George Morhig (916) 654-6410
City of Sunnyvale 456 West Olive Avenue Sunnyvale, CA 94086	Slurry Seal 2016-B, Project No. ST-16-02	572,423 SQ FT Type III Slurry Seal 1,000 LF Crack Seal	August 2016	\$277,000	Pete Gonda (408) 730-7415
Marion County Public Works 5155 Silverton Road NE Salem OR 97305	Slurry Seal Project 2016	172,463 SY Type II Slurry Seal 9,279 Feet Crack Sealing	August 2016	\$336,245	Alicia Robe (503) 588-5036 arobe@co.marion.or.us
County of Pima 130 W. Congress St., 3rd Floor Tuscon, AZ 85701	Plma County AZ Countywide Pavement Preservation	8,700 Tons Micro Surface Aggregate 1,350 Ton Micro Surface Emulsion 330,000 LBS Crackseal	August 2017	\$2,229,000.00	Anthony Shiavone (520) 724-3245 anthony.schiavone@pima.gov
City of Clovis 1033 Fifth Street Clovis, CA 93612	Clovis CA Rubberized Cape Seal 2017	140,093 SY Rubberized Cape Seal 253,703 SY Slurry Seal Type II Crack Sealing	August 2017	\$1,121,375.00	Thomas Cheng (559) 324-2374 thomasc@cityofclovis.com
City of Clovis 1033 Fifth Street Clovis, CA 93612	Clovis CA Trail Pavement Maintenance	12,116 SY Slurry Seal Type I Crack Sealing	August 2017	\$61,377.00	Thomas Cheng (559) 324-2374 thomasc@cityofclovis.com
City of Hanford 315 North Douty Street Hanford, CA 93230	FY 16/17 Cape Seal Treatment Project	30,527 SY Type III Micro Surfacing 30,527 SY Scrub Seal	August 2017	\$210,000.00	Project Engineer (559) 585-2550
City of Hanford 315 North Douty Street Hanford, CA 93230	FY 16/17 Slurry Seal	182,751 SY Type II Slumy Seal	August 2017	\$229,000.00	Project Engineer (559) 585-2550
City of Chubbuck 560 Yellowstone Avenue Chubbuck, ID 83202	2017 Micro Surfacing Project	194,130 SY Micro Surfacing	August 2017	\$234,897.00	Rodney Burch (208) 237-2430 rburch@cityofchubbuck.us
Calif Dept of Transportation 1727 30th Street Bidders' Exchange, MS 26 Sacramento, CA 95816	Fresno County in Kerman on Route 145 - Contract No. 06-017304	2,980 Tons Slurry Seal 18 Tons Asphaltic Emulsion (Fog Seal Coat)	August 2017	\$689,065.00	Mark Mengoni mark.mengoni@dot.ca.gov
Town of Truckee 10183 Truckee Airport Road Truckee, CA 96161	Truckee CA 2017 Slurry Seal Project	4,198 Tons Type II Slurry Seal	August 2017	\$591,918.00	Michael Vaughn (530) 582-2923 mvaughn@townoftruckee.com
City of Bend 710 NW Wall Street Bend, OR 97703	2017 Residential Type II Slurry Seal Project - ST17SL	316,444 SY Modified Type II Slurry Seal	August 2017	\$449,000.00	Eric King eking@bendoregon.gov
City of Phoenix 200 West Washington Street Phoenix, AZ 85003	Phoenix AZ 2016 CMAQ Alley Dust Proofing	Chip Seal - 5,643 Tons Precoated Chips 507 Tons Liquid Asphalt	December 2017	\$2,477,169.00	Emeka Ekpe (602) 256-4107 emeka.ekpe@phoenix.gov
City of Arcata 736 F Street Arcata, CA 95521	2013 Streets Resurfacing Project	223,288 SY Microsurfacing (Polymer Modified)	July 2014	\$575,095	Terry Barney (707) 825-2174 tbarney@cityofarcata.org
Sub to Gary Merlino Construction 9125 10th Ave S Seattle, WA 98108	City of Seattle 2013 AAC-TIB No. 105Th Street & No. Northgate Way	191,296 SY Microsurfacing Type II (Polymer Modified)	July 2014	\$183,128	Brian Gabelein (206) 762-9125 BrianG@gmccinc.com

					
Town of Queen Creek 22358 S, Ellsworth Queen Creek, AZ	Fiber Micro Project	2,750 Tons Type II Fiber Micro Surfacing	May 2016	\$752,000	Jan Martin (480) 358-3003
City of Fremont 39550 Liberty Street Fremont, CA 94537	2016 Annual Crack Seal Project	75,000 LBS CrackSeal	May 2016	\$212,777	Edward Nakayama (510) 494-4700 Enakayama@fremont.gov
City of Hollister 375 Fifth Street Hollister, CA 95023	San Benito Street Restriping and Slurry Seal	123,000 SQFT Type II Slurry Seal	May 2016	\$124,070	David Rubcic (831) 636-4340 david.rubcic@hollister.ca.gov
Town of Queen Creek 22358 S. Elsworth Queen Creek, AZ 85142-9311	Queen Creek Fiber Micro - PO #20170248	225 Tons Type II Fiber Micro Surfacing	May 2017	\$63,530.00	Jan Martin (480) 358-3746 jan.martin@queencreek.com
SUB to Granite Construction P.O. Box 5127 Bakersfield, CA 93388	Hakerstield Municipal Airport N Taxilane Pavement Reconstruction COB Project #P7K200 FAA AIP #3-06-0320-020-2017	5,240 SY Asphalt Slurry Seal	May 2018	\$46,950.40	Darryl Ebel, CM (661) 399-3361 darryl.ebel@gcinc.com
County of Mendocino 340 Lake Mendocino Dr Ukiah, CA, 95482	2016 AC Maintenance Project	78,000 SY Type III Micro Surfacing 78,000 SY Asphalt Rubber Chip Seal 82,000 SY Type II Slurry Seal	November 2016	\$2,210,000	Howard DaShiell (707) 463-4363 dashiellh@co.mendocino.ca.us
City of Rancho Palos Verdes 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275	Residential Street Rehab Project Phase 2	1,119,684 SF ARAM 4,259,684 SF Slurry Seal Type II 293,200 SF Slurry Seal Type III	November 2016	\$1,885,000.00	Andy Winje (310) 544-5249
City of Redding 777 Cypress Avenue Redding, CA 96001	Cape Seal 2016	308,000 SY Scrub Seal, 308,000 Type II Micro Surfacing	November 2016	\$1,117,794	Josh Watkins (530) 225-4181 jwatkins@ci.redding.ca.us
City of Phoenix 1034 Madison Street Phoenix, AZ 85003	PMAR Chip and Scrub Seal	224,230 SY FAST 66,345 SY Scrub Seal	November 2017	\$1,180,175.00	Rick Evans (602) 495-6284
SUB to George Reed, Inc. 140 Empire Avenue Modesto, CA 95354	Union Pacific Railroad Lathrop Facility	13,216 SY Rubberized Asphalt (SAMI)	November 2017	\$86,829.12	Mike Gourley, PM (209) 557-3108 mike.gourley@georgereed.com
City of Martinez 525 Henrietta Street Martinez, California 94553	Arnold Dr & Gilrix Dr Double Fiber Microsurfacing (Polymer Modified) Pavement Maintenance Project	190,220 SF Microsurfacing Type II over Type III (Polymer Modified)	October 2014	\$87,675	Joe Enke (925) 372-3524 jenke@cityofmartinez.org
City of Hanford 315 North Douty Street Hanford, CA 93230	FY 15/16 Cape Seal Project	87,500 Type II Micro Surfacing 87,500 SY Scrub Seal 25,000 SY Type III Micro Surfacing 25,000 SY Scrub Seal	October 2016	\$424,000	Lisa Dock (559) 585-2550 Idock@cityofhanfordca.com
City of Hanford 315 North Douty Street Hanford, CA 93230	FY 15/16 Slurry Seal Project	301,500 SY Type II Slurry Seal	October 2016	\$402,101	Lisa Dock (559)585-2550 Idock@cityofhanfordca.com
City of Burien WA 400 SW 152nd St, Ste 300, Burien WA 98166	2016 Slurry Seal Program	70,800 SY Type II Slurry Seal	October 2016	\$258,824	Brian Victor (206) 248-5539 brianv@burienwa.gov
City of Seattle WA 700 5th Ave, Rm 5300 Seattle WA 98104	2016 Non Arterial Maintenance Program Microsurfacing Project	427,000 SY Type II Microsurfacing	October 2016	\$930,000	Mark Sliger (206) 733-9936 mark.sliger@seattle.gov
City of Phoenix 200 West Washington Street Phoenix, AZ 85003	Phoenix Crack Seal JOC	6,400 LF Crack Seal	October 2017	\$615,175.00	Ruben Martinez (602) 262-4659
City of Elk Grove 8401 Laguna Palms Way Elk Grove, CA 95758	Elk Grove CA Citywide Pavement Resurfacing 2017 Project WPR017	5,360 Tons Slurry Seal-Type II 360,000 SF Asphalt Rubber Chip Seal 1,400 Tons Microsurfacing Type 3	October 2017	\$2,062,000.00	Bryan Stone pwbidinquiry@elkgrovecity.org
SUB to JT2, Inc. dba Todd Co's. P.O. Box 6820 Visalia, CA 93290	Lewis Eaton Trail Resurfacing Audubon to Old Friant Road Fresno, CA	22,560 SY Type I Slumy Seal	October 2017	\$53,918.0Q	Brenda Ramirez (559) 651-5820 assistant@jt2inc.com
SUB to Maggiora & Ghilotti Inc. 555 Dubois Street San Rafael, CA 94901	City of Mill Valley 2017 Street & Sewer Rehab Project	16,267 SY Microsurfacing 52,427 SY Slurry Seal	October 2017	\$201,044.40	Kevin Bechtel (415) 459-8640 kevin@maggiora-ghilotti.com
City of Pico Rivera 6615 Passons Pico Rivera, CA 90660	Residential Resurfacing Program, Phase "E" - Cape Seal	356 ELT Type II Slurry Seal (Polymer Modified) 42,523 SY Asphalt Rubber Chip	September 2014	\$506,169	Enrique Chavez (562) 801-4415 EChavez@pico-rivera.org
City of Roseburg 900 SE Douglas Ave Roseburg OR 97470	Slurry Seals 2015	57,218 SY Type II Slurry Seal	September 2015	\$108,500	Rick Castle (541) 492-6730 rcastle@cityofroseburg.org
City of Sutherlin 126 E Central Ave Sutherlin OR 97479	Slurry Seal FY 15-16	16,899 SY Type II Sturry Seal 3000 Ft Slurry Seal Crack Sealing	September 2015	\$36,575	Adam Heberly (541) 391-4813 heberlyengineering@gmail.com
City of Phoenix 200 W. Washington St. 5th Floor Phoenix, AZ 85003	Phoenix FAST Crack Seal Project	663,205 LF Crack Seal	September 2016	\$750,000	Ruben Martinez (602) 495-2048
City of Fairfield 1000 Webster Street Fairfield, CA 94533	2016 Seal Coat Project	160,000 SY Asphalt Rubber Chip Seal 185,000 SY Slurry Seal 380,000 SY Fiberized Slurry Seal	September 2016	\$1,627,000	Peter Wright (707) 428-7784 pwright@fairfield.ca.gov

CITY OF FAIRFIELD STATE OF CALIFORNIA

PAVEMENT MAINTENANCE PROJECT 2018 – PHASE 2 CORDELIA & GREEN VALLEY

Addendum No. 1

May 17, 2018

This constitutes Addendum No. 1 to the Contract Documents for the PAVEMENT MAINTENANCE PROJECT 2018 – PHASE 2 CORDELIA & GREEN VALLEY (Project). The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATION:

Proposal (Blue Section):

1. On Page P-1, modify the fifth paragraph to match the following:

The amount of the bid for comparison purposes will be the Total Base Bid PLUS the Total Bid Additives and whose bid compiles with the specified requirements.

2. Replace Bid Schedule Pages P-3, P-4, P-5 with P-3A, P-4A and P-5A, attached.

Added Item 7.1, Digout Removals - Unit CY, Quantity 650 Added Item 6.1A, Digout Removals - Unit CY, Quantity 60

3. On Page P-7, modify the bold sentence in the first paragraph to the following:

The bidder shall note that he shall perform with his own organization at least 30% of the work with the remainder of the work performed by subcontractors.

Articles of Agreement (White Section)

4. Replace Pages A-3, A-4, A-5 with A-3A, A-4A and A-5A attached.

Added Item 7.1, Digout Removals - Unit CY, Quantity 650 Added Item 6.1A, Digout Removals - Unit CY, Quantity 60

Special Provisions (Golden Rod Section)

5. On Page SP-5 Section 14. WORKING HOURS, insert the following after the first sentence:

Work occurring at the intersection of Cordelia Road and Pittman Road, shall be limited to the working hours of 9:00 a.m. to 3:00 p.m. Monday through Friday, unless otherwise required by the Engineer.

Company of the Police

Page 1 of 2

PAVEMENT MAINTENANCE PROJECT 2018 – PHASE 2 **CORDELIA & GREEN VALLEY**

Addendum No. 1 (con't)

May 17, 2018

6. On Page SP-21 Section 36.1 PROCEDURE, modify the 1st sentence in the 3rd paragraph to the following:

> Base Failure repair work shall consist of removing the existing cracked or damaged Asphalt Concrete by excavation or pavement grinding to a depth of 6 inches or as directed by the City Engineer.

7. On Page SP-21 Section 36.2 MEASUREMENT AND PAYMENT, replace the first paragraph with the following:

> The contract unit price per cubic yard as field measured from the existing pavement surface to the base of excavation, including removal of aggregate base, if necessary, for DIGOUT REMOVALS shall include, but not be limited to, furnishing all labor, materials, tools, equipment, saw cutting, grinding, incidentals, and for doing all the work involved in the excavation of the existing pavement section, disposal of the excavated material, and shall include only that excavation from the areas that are field determined to require base failure repair, as specified in the Contract Documents and as directed by the City Engineer.

> The Contract unit price per ton as field measured from the existing pavement surface to the base of excavation for HOT MIX ASPHALT (REPAIR DIGOUTS) shall include, but not be limited to, furnishing all labor, materials, tools, equipment, incidentals, supplying HMA and for doing all the work involved in paving the digout removals of the pavement section, and shall include only that excavation from the areas that are field determined to require base failure repair, as specified in the Contract Documents and as directed by the City Engineer.

8. On page SP-40, SP-41, and SP-47, remove the term "fiberized" in regards to slurry seals and where ever the term may appear in the specifications.

APPROVED:

ACKNOWLEDGEMENT:

Paul Kausha

City Engineer

CONTRACTOR

Vice President

Jeff Roberts

Attachments: P-3A, P-4A, P-5A, A-3A, A-4A, A-5A